

# The Solicitors Journal.

LONDON, SEPTEMBER 5, 1885.

## CURRENT TOPICS.

MR. JUSTICE SMITH will not sit to hear cases in the Chancery Division after the 8th of September. Mr. Justice MATHEW will act as Vacation Judge after next week, and will probably sit in court for the first time on the 15th inst.

THE VACATION BUSINESS of the Chancery Division appears to be heavier than usual, so much so that Mr. Justice SMITH has found it necessary to sit on three days this week. The business consists principally of applications for orders to restrain trespass or nuisance or breach of covenant, but there have been several applications for winding up companies which have to be heard at considerable length. While the learned judge hears these cases with extreme patience, he shows an anxiety to clear off the current work so as to leave no arrears for Mr. Justice MATHEW, who takes the second portion of the Vacation.

THE QUESTION RAISED in the case of *Romano v. Hodges* (ante, p. 707) is one of considerable interest to that large number of house owners in London and large towns who let off a portion of a house either for business or other purposes. The simple point is whether an owner who lets rooms for occupation lets, not only the inside, but the outside, of the walls of those rooms. The case before the court rested on the terms of a contract containing no exception of the outside walls, which the defendant, the tenant, had covered with large "posters." Where there are no written terms of letting, the owner has the remedy in his own hands by terminating the tenancy, but when an agreement is entered into it, will be necessary in future to specify that the tenant has no right to any use of the outside walls.

THE REPORTS of the recent Birmingham Assizes, at which sixty-three causes were entered for trial, and which lasted through the greater part of August, will almost recall the "golden age" of Croydon and Guildford, when the Surrey Summer Assize was practically an additional London sitting, and members of the Home Circuit did not look for their vacation until August was at an end. The advantage, however, derived by the members of the Oxford and Midland Circuits from the establishment of an additional assize town will have been counterbalanced by the delay caused by there being only one judge at Birmingham during the latter part of the assizes. The daily newspapers do not state to what extent Mr. Justice DAX was assisted by Commissioners of Assize, but on the 19th of August Mr. Justice SMITH was compelled to return to London to attend to the Vacation business. Birmingham is undoubtedly a place where the attendance of two judges throughout the Assizes is an absolute necessity, and there must have been something defective in the arrangements which allotted a share in the circuit business of that town to a judge who was due in London as soon as the Long Vacation began.

IN VIEW of the recent newspaper discussion as to the justification of "political lying" between electors and canvassers, it may be of interest to notice the provisions of the Corrupt and Illegal Practices Prevention Act, 1883 (46 & 47 Vict. c. 51), as to intimidation and undue influence. Section 2 enacts that "every person who shall directly or indirectly, by himself or by any other

person on his behalf, make use of, or threaten to make use of, any force, violence, or restraint, or inflict, or threaten to inflict, by himself or by any other person, any temporal or spiritual injury, damage, harm, or loss upon or against any person in order to induce or compel such person to vote or refrain from voting, or on account of such person having voted or refrained from voting, at any election, or who shall by abduction, duress, or any other fraudulent device or contrivance impede or prevent the free exercise of the franchise of any elector, or shall thereby compel, induce, or prevail upon any elector either to give, or to refrain from giving, his vote at any election, shall be guilty of *undue influence*." By section 3, "corrupt practice" is to include "undue influence," as defined by the Act, and a corrupt practice under the Act is to be a corrupt practice within the Parliamentary Elections Act, 1868 (31 & 32 Vict. c. 125). It will be seen that the 2nd section extends the definition of undue influence contained in the 5th section of the Corrupt Practices Prevention Act, 1854 (17 & 18 Vict. c. 102) which the present Act repeals, by including the exercise of threats of spiritual, as well as of temporal, injury. By section 6, a person committing any corrupt practice other than personation is to be guilty of a misdemeanor, punishable with imprisonment for not more than one year, or with a fine of not more than £200, and is to be disqualified for a period of seven years from the date of his conviction from being registered as an elector or voting at an election, from holding any public or judicial office, or from being elected a member of Parliament.

A QUESTION was raised in the Mayor's Court last Tuesday as to the proper mode of stamping a post-dated cheque. Post-dated cheques have been, in many cases, held to be virtually bills of exchange, and liable as such to *ad valorem* stamps. Section 48 of the Stamp Act, 1870 (33 & 34 Vict. c. 97), lays down that the term "bill of exchange" includes a cheque; and, by the schedule to the Act, the stamp upon a bill of exchange or promissory note for an amount not exceeding £5 is to be one penny. Section 23 provides that, except where express provision is made to the contrary, all duties are to be denoted by impressed stamps only; but, by section 50, "the fixed duty of one penny on a bill of exchange for the payment of money on demand may be denoted by an adhesive stamp." In the recent Mayor's Court action, the dishonoured cheque which was sued upon was for £5; it was drawn on the 29th of April, but bore date the 2nd of May; and it had an ordinary adhesive penny stamp upon it. The defendant's counsel objected that, although the stamp was sufficient, so far as regarded the amount, the document was, in effect, a bill of exchange, which required an impressed stamp, and that an adhesive penny stamp was not available for the purpose of its being used as evidence. The Common Serjeant held that the cheque was properly stamped, but gave the defendant leave to move; and in view of the words of section 50 of the Stamp Act, which expressly permits the use of an ordinary revenue stamp when the duty payable is only a penny, there can be no doubt as to the correctness of his ruling. In *Gatty v. Fry* (25 W. R. 305, L. R. 2 Ex. D. 265), a post-dated cheque for £20 10s. was held to be admissible in evidence, although it bore only a penny stamp, on the ground that it was not the less payable "on demand," because the liability to pay had been postponed.

THE 20TH SECTION of the new Criminal Law Amendment Act (48 & 49 Vict. c. 69), which permits a person charged with an offence under that Act, or under certain specified sections of the 24 & 25 Vict. c. 100, or the wife or husband of any such person, to be examined as a witness on his or her own behalf, was put in force last week at the Middlesex Sessions, when a prisoner who

was charged with indecently assaulting three little girls was sworn and gave evidence. His testimony was given in support of that of other witnesses who had been called on his behalf to establish an *alibi*; but, in the result, he was convicted, and received a severe sentence. It is to be observed that the new statute renders the prisoner a "competent but not compellable" witness, so that his appearance in the witness-box was purely voluntary, and that the new Act does not in any way exempt such a witness from cross-examination. The Legislature has now introduced so many exceptions to the rule which renders an accused person incompetent to give evidence, that the removal of the general disqualification can hardly fail to be one of the earliest achievements of the new Parliament. It may be remarked that the Criminal Evidence Bill introduced by the late Government during last session rendered the defendant in a criminal proceeding, and his or her wife or husband, a competent witness, and, if called, liable to cross-examination and re-examination in the ordinary way; while Lord BRANWELL'S Bill on the same subject rendered accused persons competent to give evidence, but not compellable to do so. The last-named Bill would have protected the accused person from criminating questions while under examination, except by leave of the court, but the protection given in the measure introduced by the Government was to extend only to questions relating to offences other than that which forms the charge against the accused. In the case of ELIZA ARMSTRONG the charge of course relates to offences alleged to have been committed before the passing of the Act; but the 20th section will be so far applicable to the case as to render the defendants competent witnesses.

ALTHOUGH THE PRINCIPLES which regulate the law as to distraining for rent have been, for the most part, settled by old authorities, the question of the legality of a distress effected by means of an entry through a window has been discussed several times during the last few years. Thus, in *Tutton v. Darke* (5 H. & N. 647), a distress levied after an entry by an open window was held to be lawful; but, in *Hancock v. Austin* (11 W. R. 833, 14 C. B. N. S. 634), the distrainer had pushed back a pane of glass which opened, and had then undone the fastening of the window, and the Court of Common Pleas held that the act of unfastening was so far an exercise of force as to amount to a trespass; and the Court of Queen's Bench arrived at a similar conclusion in *Nash v. Lucas* (L. R. 2 Q. B. 590), where the window had been shut, but not fastened, at the time when the distress was made. The recent case of *Crabtree v. Robinson* (33 W. R. 936, L. R. 15 Q. B. D. 312) raised the same question. The bailiff had found a window partly open and raised it sufficiently high to give himself room to enter the house. It was argued that raising a partly-opened window was as much a trespass as opening an unfastened window, but the Queen's Bench Division held that the county court judge had rightly decided the distress to be legal, distinguishing *Nash v. Lucas*, and basing the decision of the court upon *Rez v. Smith* (1 Moody, 178), in which case the prisoner had been indicted for breaking into a dwelling-house through a partly-opened window, but all the judges held that the offence of house-breaking had not been committed. MANISTY, J., in delivering the judgment of the court, admitted the anomaly of there being "so fine a line of distinction" that an aperture of one or two inches was enough to warrant a bailiff in raising a window high enough to enter the house, while he could not legally so raise it if it was closed, but not fastened, as well as the inconsistency of the distinction between the cases of doors and of windows, the raising of the latch of an unlocked door not being an act of trespass. It would seem, however, from the observations of POLLOCK, B., in *Ryan v. Shilcock* (7 Ex. 72), that there may be an implied permission to open a door when it is "shut to keep the door closed only, and not to keep people out," a view which would, of course, not be applicable to an unfastened window.

At Westminster Police-court, on Wednesday, Frank Dennis, twenty-two, horsekeeper, was charged on remand with being concerned with others not in custody in assaulting Mr. Frederick Percy Gosling, barrister, on Saturday night last, and stealing a silk umbrella. Mr. Gosling was on his way home about midnight on Saturday, when he was attacked by a gang of roughs, among whom was the prisoner. Mr. Farbridge said he should not part with the prisoner; he would have to find £20 bail to appear to answer the charge if called on.

## AFFIDAVITS SWORN IN FOREIGN COUNTRIES.

THE taking of affidavits in foreign countries, or in British possessions abroad, for the purpose of being used in legal proceedings is often a matter of considerable trouble to the practitioner, and the procedure as to such affidavits has been regulated by several special statutes, independently of the provisions contained in the Probate and Bankruptcy Acts. The 15 & 16 Vict. c. 86, s. 22, provides that all affidavits (*inter alia*) "shall and may be sworn and taken in Scotland or Ireland, or the Channel Islands, or in any colony, island, plantation, or place under the dominion of her Majesty in foreign parts before any judge, court, notary-public, or person lawfully authorised to administer oaths in such country . . . or place respectively, or before any of her Majesty's consuls or vice-consuls in any foreign parts out of her Majesty's dominions, and the judges and other officers of the said Court of Chancery shall take judicial notice of the seal or signature, as the case may be," of any such court, judge, notary-public, consul, &c. The 18 & 19 Vict. c. 42, s. 3, refers to the administration of oaths by ambassadors and consular officers, and enacts that "any document purporting to have affixed, impressed, or subscribed thereon or thereto the seal and signature of any British ambassador, envoy, minister, or *chargé d'affaires*, secretary of embassy or legation, consul-general, consul, vice-consul, acting consul, pro-consul, or consular agent, in testimony of any such oath, affidavit, affirmation, or act having been administered, sworn, affirmed, had, or done, by or before him, shall be admitted in evidence without proof of any such seal and signature being the seal and signature of the person whose seal and signature the same purports to be, or of the official signature of such person." In *Brooke v. Brooke* (30 W. R. 45, L. R. 17 Ch. D. 833), Fry, J., held, under the former Act, that a deed of release, the execution of which had been attested by, and bore the signature of, a notary-public in Canada, was a document "to be used before a court" within the Act, and that he was bound to take judicial notice of the seal and signature. In *Cooks v. Wilby* (32 W. R. 379, L. R. 25 Ch. D. 769) the same enactment was discussed, with especial reference to the effect of the Rules of the Supreme Court, 1883. Ord. 38, r. 6, provides that "all affidavits in causes or matters depending in the High Court may be sworn in any colony under the dominion of her Majesty in foreign parts before a notary-public, or before any of her Majesty's consuls or vice-consuls in any foreign parts out of her Majesty's dominions." An application was made to file an affidavit, sworn before a notary-public at Birmingham, in the State of Alabama, the notary's signature having been verified according to the law of the State, and there being no British consul or vice-consul residing at a distance of less than 150 miles from Birmingham. Chitty, J., pointed out that ord. 38, r. 6, had reproduced the 15 & 16 Vict. c. 86, s. 22, merely substituting the words "may be sworn" for "shall and may be sworn"; and he expressed an opinion that the alteration of the words used did not make any material difference. Since ord. 72, r. 2, had provided that "where no other provision is made by the Acts, or by these rules, the present procedure and practice remain in force," and ord. 38, r. 26, had not provided for the case of a person living in a foreign country 150 miles distant from a British consul or vice-consul, he was of opinion that the old practice of the Court of Chancery was applicable; and therefore, on the authority of *Haggitt v. Iniff* (5 De G. M. & G. 910), he allowed the affidavit to be filed. *Brittlebank v. Smith* (32 W. R. 675) was a similar case, the affidavit having been sworn in the United States, and there being no British consul or vice-consul within 250 miles. Bacon, V.C., allowed the affidavit to be filed, it having been sworn before a circuit clerk, whose identity was certified by the judge of the circuit court, while the certificate of the British vice-consul at Chicago testified to the identity of the circuit clerk and the judge, and certified that the former was duly authorised to administer oaths.

Within the last year questions as to the admissibility of affidavits sworn abroad have arisen in probate and in bankruptcy proceedings. In *In the Goods of Faucus* (33 W. R. 323, L. R. 9 P. D. 241) the question arose out of a diplomatic question, the German Government having, in accordance with the German law forbidding the doing of any judicial act by any person other than an authorised



State authority, made representations to the British Government, which resulted in consular officers in Germany being forbidden by the Foreign Office to administer oaths to persons other than British subjects. A German domiciled subject having died, leaving property in England of which he had disposed by will, a grant of probate in this country became necessary, and the usual affidavit for revenue purposes was transmitted to Hamburg, but the British consul at that place declined, in consequence of his instructions from the Government, to administer an oath to the executors, both of whom were German subjects. The affidavit was therefore sworn before the judge of the Probate Court at Hamburg, and signed by the judge and clerk of the court, and sealed with the seal of the court, and the British consul verified the signatures and certified as to the seal. In support of a motion to admit the affidavit reliance was placed upon the Probate Law Amendment Act, 1858 (21 & 22 Vict. c. 31), section 31 of which provides that in cases where it is necessary to obtain affidavits from persons residing in foreign parts out of her Majesty's dominions, they may be sworn before the persons empowered to administer oaths under 6 Geo. 4, c. 87, or under 18 & 19 Vict. c. 42, "provided that where there are no such persons as are mentioned in the said Acts, such affidavits . . . may be made . . . before any foreign local magistrate or other person having authority to administer an oath." Sir James Hannen admitted the affidavit, holding that since the consul had been forbidden to administer oaths, there was no person "empowered" to do so at Hamburg under the earlier Acts, and that therefore the 21 & 22 Vict. c. 95, s. 31, had justified the parties in making an affidavit before a German judge.

*Ex parte Magee* (33 W. R. 655, L. R. 15 Q. B. D. 332) raised a question under the 18 & 19 Vict. c. 42, as well as under the Bankruptcy Act, 1883, section 135 of which provides that "subject to general rules, any affidavit to be used in a bankruptcy court may be sworn, . . . in the case of a person who is out of the kingdom of Great Britain and Ireland, before a magistrate or justice of the peace or other person qualified to administer oaths in the country where he resides, he being certified to be a magistrate or justice of the peace, or qualified as aforesaid, by a British minister or British consul, or by a notary-public." Cave, J., held that section 135 of the Bankruptcy Act did not prevent the court from taking judicial notice (under the 18 & 19 Vict. c. 42, s. 3) of the seal and signature of a British consul appearing upon an affidavit sworn before him in a foreign country, and that the provision as to certifying the qualification of the person administering the oath did not apply where such person was himself a notary-public, but only in cases where the oath was administered by a foreign magistrate, or other officer other than a notary; and he also referred to rule 5 of the Bankruptcy Rules, 1883, under which the court is to take judicial notice of the seal or signature of any person authorised by the Act to take affidavits.

## THE ORGANIZATION OF A SOLICITOR'S OFFICE.

### III.—ORGANIZATION WITH SPECIAL REFERENCE TO NON-CONTENTIOUS BUSINESS.

#### LOANS (continued).

We adverted, in concluding our last article, to the importance of a solicitor's not placing himself in a false position by becoming, in any sense, responsible for the value of a proposed security. We recur to the subject from another point of view, which is worthy of attentive consideration. While it is open to the solicitor, and, in our opinion, his right course, to abstain from having any concern with this question of value as such, there are certain classes of case in which the element of the actual value or nature of the security is, as it were, mixed up with another element of legal principles; and this is eminently so where either the borrower or lender is a trustee. Writing as we are of the conduct of business, and not of legal principles, we cannot enter into this subject in any detail, but may point out as chance illustrations of our meaning that a trustee who proposes to borrow may have no power to do so at all, or may have exhausted his power in point of time or amount; that a trustee who proposes to lend can only lend on such classes of security as fall within the terms of the instrument under which he acts, and is prohibited by well-settled rules of law from lending on many securities which fall, in a literal sense, within those terms, and from lending at

all to himself, totally irrespective of any consideration of good or bad faith, and of sufficient or insufficient security; and, again, can only lend subject to a margin of value which has no application to the lender who is unfettered by a trust. It is the duty of the solicitor to be on the alert to see that considerations such as these, dependent on principles of law, are not disregarded by his client. Thus, while it is no part of his duty to express an opinion that a property is worth £20,000, it is most decidedly part of his duty to advise a trustee who proposes to lend £18,000 on a property valued at that amount that he incurs very grave personal risk by doing so.

It was observed by a character in a comedy that if you take up a newspaper you always see in one column an advertisement from one gentleman who earnestly desires to borrow so much money, and in another column an advertisement from another gentleman who has an ardent wish to lend that particular amount, and that these two typical persons seem to go on advertising perennially and never to come together in a warm embrace as they ought apparently to do. Persons who desire to lend and persons who desire to borrow do, however, occasionally come together through the medium of a solicitor who acts for both, and is aware of their respective wants. Now, there is nothing inherently vicious in such an arrangement; on the contrary, so far as lender and borrower are concerned, it is often very convenient and always comparatively economical. But there is one individual in the transaction—the solicitor—to whom, if he be a prudent man, it will present many undesirable features. Whether these are sufficiently marked to render it wise on his part to decline to carry it out for both parties must depend, of course, upon the particular circumstances.

Let us consider shortly what are the dangers liable to beset the solicitor's path in such a case.

First, if the loan does not answer the expectations of one of the parties, the solicitor may be subjected to the charge or insinuation of having only had at heart the interests of the other party. Next, the circumstances of his position have an almost inevitable tendency to relax his vigilance in the matter of title, and at other stages. There is no critic to overhaul his acts. He cannot, for instance, prepare requisitions only to answer them himself. So of the document evidencing the security. Be it good, bad, or indifferent as a matter of draftsmanship, be it lenient or oppressive in its terms, his eye alone will scan it when prepared, so far, at all events, as professional scrutiny is concerned. And, again, he will be tempted to be slovenly and indifferent as to such matters as notice, registration, and appropriation of deeds to the right person. He will look with an indulgent eye (though he may not for a moment realize that he is doing so) upon defects of title which he would otherwise subject to the keenest examination, and will have generally a tendency to regard the whole matter rather in the light of a little friendly arrangement in which the formalities that would be observed, and precautions that would be taken as between two solicitors, are needless and out of place. This may be perfectly harmless in its results in ninety-nine cases out of a hundred, but in the hundredth may mean an action for negligence in which colour and prejudice will be imputed, *ad libitum*, against the solicitor who has first accepted the equivocal position of representing opposing interests and has then failed to discharge his duty.

We do not for a moment desire to carry this position beyond legitimate lengths. There are many cases in which the needs of two clients may be met by their common solicitor to the best advantage, and which present no reasonable danger-signal, provided the most ordinary rules of conducting such business are observed. The conflict of interest involved may not, in a substantial sense, have any existence at all, and the most meddlesome of equity refinements be powerless to hit the case. Our desire is only to draw pointed attention to the fact that there are undoubtedly cases in which the same solicitor cannot, with propriety to the clients or safety to himself, act for lender and borrower too. The dividing line is not difficult to fix for those who do not allow what they wish and what they think, or try to think, to represent the same thing. Whether it be the peculiar relations of the parties to each other, the nature of the transaction, or the special or defective character of the security, there will almost inevitably arise in the mind of the solicitor who strives to keep his honour unstained a convincing reason why he should not attempt to carry out the loan for both parties, if such a reason is to be found. For the rest, it is most important to bear in mind, at all times, that the fact of representing two sides, while it is a temptation to a slipshod method of doing the business, should be made to operate steadily in an exactly converse direction; that the interests of each client should be jealously protected in turn; and, in particular, that every precaution and formality which would be reasonably prudent in the case of representing one interest only should be rigidly observed. It may be added that it is a good plan practically, where circumstances permit of incurring the expense, to consult counsel in the interests of one party, or of both parties separately, and deal thoroughly with any points raised by his opinion and with draft settled by him precisely as if they came from an independent solicitor.

We have dwelt so far upon the preliminary considerations bearing upon loans rather than on the details of carrying them out, because these latter present few features for observation not covered by subjects with which we have already dealt. There are, however, some few practical points deserving of mention.

It is not unfrequently the solicitor's fate when acting for an intended lender to carry through the stages leading to the completed loan up to a certain point, and then see the matter abruptly terminated either from some caprice or change of plan on the part of the borrower, or his inability to satisfy requirements made in the lender's interests. In such a case the solicitor may fare hardly. His client, the lender, will probably have had it firmly impressed on his mind that the investment would subject him to no expense, and will object most vehemently to pay any costs over an abortive loan, while the intended borrower, unless he has come under a binding engagement to pay the mortgagee's costs in all events, will be free to decline to pay them—all the more so from the circumstance that there is rarely a contract between the parties in the case of a mortgage, and that the court will not specifically enforce it even if it exists. The moral of this is that the mortgagee's solicitor, before a shilling of costs is incurred, should require an undertaking from the mortgagor to pay costs whether the matter is completed or not. It is not a pleasant thing to ask for such a document, and many solicitors hesitate from motives of delicacy to do so, but experience abundantly testifies that the delicacy is false and the justification ample.

In preparing or perusing the draft of a mortgage security, it is very necessary in the present day to bear in mind, as a practical question of business, and apart from draftsmanship as a science, the leasing power which is given to mortgagors by the Conveyancing Act, 1881, where it is not expressly varied or excluded. The adoption of this is an entire reversal of the old practice under which the reservation of such a power was a matter of special bargain. It is, perhaps, too early even yet to predict with confidence whether the statutory power will come into general adoption, but the present tendency seems to point in that direction; nor has it yet been tested by experience whether the safeguards with which this extensive power is fenced in are sufficient for the reasonable protection of the mortgagee. Our own impression is that the unqualified adoption of this provision of the Act should by no means be regarded by the mortgagee's solicitor as so much a matter of course as to need no deliberation in any circumstances. It is quite conceivable that a leasing power may be exercised so as to fall within all four corners of the Act, and yet be very detrimental to the security. The selection of a tenant, the purpose for which property is let, the provisions appropriate for the lease with reference to special facts—these may or may not become important considerations to a mortgagee; and, while there are many reasons of public policy and just dealing which render it desirable to fetter a mortgagee as little as may be in the enjoyment and use of his property, it is at least necessary to remember, in the interests of a mortgagee, that a power to lease the property by which his debt is secured, without giving him any voice in the matter at all, is a powerful engine for good or evil to place in the mortgagor's hand. For practical purposes, this fact points to the prudence of considering the matter carefully by the light of the circumstances of each particular case, explaining its bearings to the client, and imposing some qualification on the application of the statute where it may seem reasonably prudent, and not merely capricious or oppressive, to do so.

## CORRESPONDENCE.

### PRODUCTION OF DEEDS IN CUSTODY OF MORTGAGOR.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to your leader on "Production of Deeds in Custody of Mortgagee," I have at the present time a transaction in hand which, perhaps, tends to demonstrate that were your former correspondent's contention, that a vendor should in all cases produce deeds in the possession of his mortgagees at his own expense, invariably acted upon, the result would not always be satisfactory or fair.

In 1870 A. purchased a plot of building land containing (say) 10,000 square yards. In 1876 B. purchased from A. a part of such land, the contents being about 5,000 square yards, his conveyance containing the usual covenant for production of the original conveyance to A. B. proceeded to erect buildings upon the land, and afterwards mortgaged. Subsequently B. purchased the remaining portion of the land from A., and forthwith mortgaged it. B. has recently sold a small part of the land first purchased by him from A. Ought B. to be called upon to produce at his own expense the original conveyance from A. in his mortgagee's possession? I think not.

I have purposely refrained from introducing the question of the ground-rents payable, but should, perhaps, mention that, from the

usual inquiries as to the payment of the overriding rents, the purchaser's solicitor must discover the fact of the original conveyance having come into the possession of B. JUVENIS.  
Manchester, Sept. 1.

## CASES OF THE WEEK.

### CASES BEFORE THE VACATION JUDGE.

**INJUNCTION—RIVAL TRADESMEN—USER OF BOTTLES WITH NAME IMPRESSED UPON THEM.**—In the action of *Griffiths v. Woolls*, before Smith, J., on the 1st of September, sitting as Vacation Judge, a question arose as to the property of a tradesman in bottles with his name upon them. The plaintiff, Waldron Griffiths, and the defendant, George Woolls, both carrying on the business of mineral water manufacturers at Cirencester, both bought Codd's patent bottles with their respective names impressed upon them at 26s. to 28s. a gross. The plaintiff alleged that on the 11th of July he noticed his stock of bottles was diminishing, and on the 18th of July he found some of his bottles on the defendant's premises filled by the defendant. It was the custom of the trade to lend the bottles to customers, and not to part with the ownership of them. The defendant admitted by mistake filling twenty-one of the plaintiff's bottles, but alleged that plaintiff and defendant owned about 800 gross each; and that there was no such custom in the trade as plaintiff contended. SMITH, J., said that this was a motion on behalf of a mineral water manufacturer to restrain another mineral water manufacturer in Cirencester from using his bottles. It appeared from the evidence that plaintiff and defendant were in the habit of buying bottles from one Codd, the bottles being impressed with their respective names. If there had been evidence that the defendant was using the plaintiff's property so as to injure him, he would have granted an injunction. He had no such evidence before him. The plaintiff had about 1,000 gross of bottles, and so had the defendant. The whole of Cirencester then get to work to drink the mineral waters. Then, the plaintiff said, he found his stock of bottles diminishing. By how many? Having ransacked Cirencester for five days, he only found twenty-one bottles in the defendant's possession. It was ridiculous to come to a court of justice with such a grievance; the damage would amount to about half a brass farthing. The motion must be dismissed, with costs. —COUNSEL, John Cutler; R. F. Norton. SOLICITORS, Janson, Cobb, & Pearson, for Haygarth & Lawrence, Cirencester; Peacock & Goddard.

**INTERIM INJUNCTION—NUISANCE—NOISE OF MACHINERY—DELAY.**—In the action of *Sugden v. Willans*, before Smith, J., on the 1st of September, a question arose as to the right of the plaintiff, the Hon. Charlotte Sugden, of Thames Ditton, to an interlocutory injunction to restrain the defendants from carrying on their iron works, situate about one hundred and fifty yards from the plaintiff's house, in such a way as to cause a nuisance by the noise. The plaintiff alleged that the works were carried on in sheds open to the defendants' yard, and that the hammering and other noises reverberated from a high wall in the defendants' yard. Evidence was adduced to show that the plaintiff suffered from neuralgia, and her health was injuriously affected by the noise. Several of her visitors also gave evidence as to the noise. The defendants said that they took the premises in 1883, but the plaintiff only issued her writ on the 13th of August, 1885, and that therefore she was too late: *Gaunt v. Fynney* (8 Ch. App. 8). Then the plaintiff was an invalid, and an actionable nuisance must be a nuisance to mankind at large, not to an invalid. The plaintiff's witnesses were not residents, with the exception of one. Her witnesses were visitors whose attention was drawn to the noise, while the defendants' witnesses were residents living near to the works. SMITH, J., said that the plaintiff issued her writ on the 13th of August, 1885, and now applied for an interlocutory injunction against the defendants, who were workers in iron. The case was one of great importance. On the one hand, if the defendants were committing an actionable nuisance, so as to destroy the enjoyment by the plaintiff of her house, he could not help thinking that it would be his duty to grant an interlocutory injunction. On the other hand, he could not forget that the defendants were traders. They began their business on the premises in 1883, and, in the evidence, there was no suggestion that they had altered their mode of carrying on their works from 1883 to 1885. Though the injunction asked for was to restrain the defendants from carrying on their business so as to cause a nuisance, the result would be that the works would be stopped until the question was decided at the trial. Therefore, it was a matter of great importance, and his mind had varied more than once during the arguments. In a case like this—namely, an application to restrain traders so as to cause them to shut up their works—the applicant's case should be very clear. Assuming that there was a *bond fide* question, unless the plaintiff's evidence was very clear, he should be doing a great injustice in restraining traders from carrying on their business. On the evidence, he considered there was a legitimate question to be tried. Several witnesses had testified to the noise; but Miss Sugden's case was that she was ill from neuralgia, and that the noise seriously affected her, but that was not a proper test; the test was, Had the defendants or had they not been creating a continuous noise, so as to interfere with the comfort of ordinary human beings, not with an invalid? Again, her witnesses were not residents, but visitors, whose attention had been directed to the noise.



The defendants' witnesses were all residents, living nearer to the works than the plaintiff; it was true that a wall was between them and the works, but they were very near. He came to the conclusion that the plaintiff had not made out a case for an interlocutory injunction, and dismissed the motion; costs to be costs in the cause.—COUNSEL, *Joseph Beaumont; Marten, Q.C., and A. Thomson. SOLICITORS, Trollope & Winckworth; Farrar & Farrar.*

**MANDATORY INJUNCTION—ANCIENT LIGHTS.**—In the action of *May v. Dollar*, before Smith, J., on the 1st inst., the question arose as to the right of the defendant to erect a black board on his roof in the front of the plaintiff's window. The plaintiff said that the window belonged to a room used as a studio, and the light was obstructed by the board. The defendant said that the board was at an angle of forty-five degrees, and did not obstruct the light; his roof was flat, and the plaintiff or his tenants came on to it, and injured it; and he erected the board to protect the roof. SMITH, J., said that he was asked to grant a mandatory injunction ordering the defendant to pull down a wooden structure which he had erected close to the plaintiff's window. The defendant said that persons got on to his roof, and that, in May, he erected a black board, with the words "Trespassers will be prosecuted" upon it. The board was close to the window, and obstructed the ancient light of the plaintiff. He should order it to be pulled down; the costs would be costs in the action. COUNSEL, *G. Curtis Price; Morshead. SOLICITORS, Shoubridge & May; Johnson & Master.*

## OBITUARY.

### MR. MARCUS MARTIN.

Mr. Marcus Martin, barrister, died very suddenly at his residence, 9, Montague-place, on the 17th ult., at the age of eighty-two. Mr. Martin was the third son of the Rev. Samuel Martin, rector of Warsop, Nottinghamshire, and was born in 1803. He was educated at Rugby. He was called to the bar at the Middle Temple in Easter Term, 1830, having been a pupil in the chambers of Mr. Duval, and he had practised for many years in the Court of Chancery, having also enjoyed an extensive conveyancing business. His chambers were much resorted to by students, and among his former pupils may be mentioned Mr. Justice North, Sir Richard Garth, the late Sir Francis Reilly, and the late Mr. Droop. Mr. Martin had for very many years lived with his brother, the late Mr. John Martin, solicitor, the promoter of the suit of *Martin v. Mackonochie*, whom he has not long survived. The deceased was married in 1803 to the only daughter of Mr. John Stapleton, of Calcutta. His only surviving son, Mr. John Stapleton Martin, was called to the bar at the Middle Temple in Michaelmas Term, 1871, and practises in the Chancery Division. Mr. Martin was buried at Kensal Green Cemetery, the earlier part of the burial service having been read at St. George's Church, Bloomsbury.

### MR. ARTHUR BIGGE.

Mr. Arthur Bigge, barrister, many years stipendiary magistrate at Brighton, died at 23, Cambridge-road, Hove, on the 28th ult. Mr. Bigge was the seventh son of Mr. Charles William Bigge, of Linder, Northumberland, and was born in 1818. He was educated at Rugby and at University College, Oxford, where he graduated second class in mathematics in 1840, and he was afterwards elected a fellow of All Souls College. He was called to the bar at the Inner Temple in Trinity Term, 1844, and in 1855 he was selected by Sir George Grey, when Home Secretary, to be the first stipendiary magistrate for the borough of Brighton. He discharged his magisterial functions with great ability and success for twenty-nine years, and in May, 1884, he retired on a pension. Mr. Bigge was also a magistrate for the borough of Brighton and for the county of Sussex, and since his resignation of the stipendiary magistracy he had given constant assistance at the sittings of the Hove Division Bench. He was married in 1857 to the daughter of Mr. John Solater, of Newick-park, Sussex, and he leaves one daughter.

### MR. THOMAS NICHOLLS.

Mr. Thomas Nicholls, solicitor, of St. Columb, died on the 22nd ult. Mr. Nicholls was the second son of Mr. John Nicholls, of St. Columb. He was admitted a solicitor in 1856, when he commenced to practise at Plymouth in partnership with Mr. Nicholas Were. A few years later he dissolved partnership, and removed to St. Columb, where he carried on business until his death. Mr. Nicholls had a good practice, and he was held in great esteem by all classes at St. Columb. He had been for several years treasurer to the St. Columb Highway Board and to the Crantock School Board.

## LEGAL APPOINTMENTS.

Mr. SIDNEY GODOLPHIN ALEXANDER SHIPPARD, D.C.L., one of the Judges of the Supreme Court of the Cape Colony, has been appointed Chief Commissioner of Bechuanaland. Mr. Justice Shippard is the son of Captain William Shippard, and was born in 1838. He is a D.C.L. of Hertford College, Oxford, and he was called to the bar at the Inner

Temple in Hilary Term, 1867. He was Attorney-General of the Colony of Griqualand West from 1876 till 1882, when he was appointed a judge of the Supreme Court of the Cape Colony.

Mr. EDWARD THOMAS TYSON, solicitor and notary (of the firm of Tyson & Hobson), of Maryport, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the County of Cumberland.

Mr. FREDERICK CORRETT, solicitor, of Worcester and Bromsgrove, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for Worcestershire and the City of Worcester.

Mr. EDWARD LANT TYNDALL, solicitor (of the firm of Tyndall, Deakin, & Tyndall), of Birmingham, has been appointed a Perpetual Commissioner for Warwickshire for taking the Acknowledgments of Deeds by Married Women.

Mr. WALTER BOYD, LL.D., Q.C., who has been appointed a Judge of the Court of Bankruptcy in Ireland, in succession to the late Mr. Frederick William Walsh, is an LL.D. of Trinity College, Dublin. He was called to the bar in Ireland in 1856, and he became a Queen's Counsel in 1877. He has practised on the North-East Circuit, and he has been for several years Queen's Advocate in Ireland.

Mr. SAMUEL LILLEY has been appointed a Revising Barrister for the County of Surrey. Mr. Lilley is the eldest son of Mr. Samuel Isaac Lilley, of Peckham. He was called to the bar at the Middle Temple in Michaelmas Term, 1830, and he practises on the South-Eastern Circuit, and at the Surrey Sessions and Central Criminal Court.

## DISSOLUTIONS OF PARTNERSHIPS, &c.

WILLIAM MATHW ARMSTRONG and NORTON JOSEPH HUGHES-HALLETT, solicitors, Hertford, Herts. Aug. 12. [*Gazette*, Sept. 1.]

## NEW ORDERS, &c.

### YORKSHIRE REGISTRIES ACT, 1884.

At the General Quarter Sessions of the Peace of our Lady the Queen, holden by adjournment at Northallerton, in and for the North Riding of the County of York, on Monday, the 17th day of August, 1885, it was resolved and ordered that by virtue of the provisions of the Yorkshire Registries Act, 1884, the following rules be, and they are hereby, made by the said justices as the county authority under and for the purposes of the said Act.

1. These rules may be cited as the North Riding of Yorkshire Registry Rules, 1885 (Fees).
2. These rules shall come into operation on the first day of September, 1885, and shall continue in force until the thirty-first day of December, 1890.
3. The fees to be paid under the Act and these rules shall be those specified in the list of fees in the schedule to these rules in lieu of the fees authorized to be taken by the Yorkshire Registries Act, 1884, and the North Riding of Yorkshire Registry Rules, 1885; and such last-mentioned fees shall cease to be paid or taken.

### SCHEDULE.

#### Fees.

N.B.—A folio contains seventy-two words.

Registration of enrolment of any document (including indorsement of any certificate required by section 9 of the Act), except a caveat, five shillings.

Registration or enrolment of any caveat, two shillings.

Copy or extract, where copy or extract does not exceed two folios, one shilling.

For each additional folio, fourpence.

If certified, an additional fee per folio of twopence.

Map or plan, copy, from two shillings to two guineas, according to labour involved.

If certified, an additional fee of two shillings.

Search, ordinary, in any one name, for any period not exceeding ten years, one shilling.

For every additional period of five years, sixpence.

Search, official (including certificate of result), in any one name, for any period not exceeding ten years, seven shillings and sixpence.

For every additional period of five years, two shillings and sixpence.

By the Court.

JOHN C. DUNDAS, Chairman.

WILLIAM C. TREVOR, Deputy Clerk of the Peace.

Confirmed, HALSBURY, C.

## COMPANIES.

### WINDING-UP NOTICES.

#### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

"ABRIEL" STEAMSHIP COMPANY, LIMITED.—The Vacation Judge has fixed Tuesday, Sept. 8, at 11, at the Vacation Chambers, Room No. 315, Royal Courts, for the appointment of an official liquidator.

"CELEA" STEAMSHIP COMPANY, LIMITED.—The Vacation Judge has fixed Tuesday, Sept. 8, at 12, at the Vacation Chambers, Room No. 315, Royal Courts, for the appointment of an official liquidator.

**CLARK'S PATENT HOBBY-NAIL COMPANY, LIMITED.**—The Vacation Judge has fixed Tuesday, Sept 8, at 11, at the Vacation Chambers, Room No 315, Royal Courts, for the appointment of an official liquidator.

**COOPER'S MINING AND SMELTING COMPANY, LIMITED.**—The Vacation Judge has fixed Sept 8, at 11.30, at the Vacation Chambers, Room No 315, Royal Courts, for the appointment of an official liquidator.

**IMPERIAL GALVANIZED IRON COMPANY, LIMITED.**—The Vacation Judge has fixed Sept 8, at 12, at the Vacation Chambers, Room No 315, Royal Courts, for the appointment of an official liquidator.

**LLANTWIT AND BLACK VEIN COAL COMPANY, LIMITED.**—Petition for winding up, presented Aug 28, directed to be heard before the Vacation Judge on Sept 8. Van Sanden and Co, King st, Cheapside, agents for Mills and Bibby, Huddersfield, solicitors for the petitioner.

**ROYAL ITALIAN OPERA, COVENT GARDEN, LIMITED.**—By an order made by Pearson, J., dated Aug 4, it was ordered that the Royal Italian Opera, Covent Garden, Limited, be wound up. Elliot and Ash, Chancery lane, solicitors for the petitioner.

**HYGIENIC HEATING AND LIGHTING COMPANY, LIMITED.**—Petition for winding up, presented Aug 28, directed to be heard before the Vacation Judge on Sept 8, sitting in the Queen's Bench Court IX., Royal Courts, on Sept 23 at 11. King, South pl, Finsbury, petitioner in person.

**SELF-ACTING SEWING MACHINE COMPANY, LIMITED.**—The Vacation Judge has fixed Friday, Sept 11, at the Vacation Chambers, Room No. 315, Royal Courts, for the appointment of an official liquidator.

[Gazette, Sept 1.]

#### COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

**CROW ORCHARD COLLIERY COMPANY, LIMITED.**—Petition for winding up, presented Aug 28, directed to be heard before the Deputy of the Chancellor, at 9, Cook st, Liverpool, on Tuesday, Sept 8. Mather, Liverpool, solicitor for the petitioners.

[Gazette, Aug. 28.]

#### STANNARIES OF CORNWALL.

LIMITED IN CHANCERY.

**TREGONTERES AND OLD POLGOUGH CONSOLS MINING COMPANY, LIMITED.**—By an order made by the Vice-Warden, dated Aug 28, it was ordered that the voluntary winding up of the company be continued. Hodge and Co, Truro, agents for Gregory, Bishopsgate st Within, solicitor for the petitioner.

**BASSETT AND BULLER CONSOLS, LIMITED.**—By an order made by the Vice-Warden, dated April 2, it was ordered that the Basset and Buller Consols, Limited, be wound up. Hodge & Co, Truro, solicitors for the petitioner.

**WHEAL BULLER CONSOLS, LIMITED.**—By an order made by the Vice-Warden, dated April 2, it was ordered that the Wheal Buller Consols, Limited, be wound up. Hodge and Co, Truro, solicitors for the petitioners.

[Gazette, Sept 1.]

#### FRIENDLY SOCIETIES DISSOLVED.

**WOODFIELD AND WHITE LEE COLLIERIES PROVIDENT SOCIETY, Woodfield Colliery Office, Durham.** Aug 24

**BEAUWORTH FRIENDLY SOCIETY, Fox and Hounds, Beauworth, Hants.** Aug 24

**BALMER FRIENDLY SOCIETY, Boundary lane, Liverpool.** July 19

**LOYAL CARLISLE LODGE, North Pole Inn, 287, Oxford st.** Aug 27

[Gazette, Sept 1.]

## CREDITORS' CLAIMS.

### CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

**BARRETT, WILLIAM SHELVERTON, Freckenham, Suffolk, Farmer.** Sept 8. Fenn and Co, Newmarket

**BROWNE, MATILDA, St Leonard's on Sea, Gentlewoman.** Sept 25. Langham, Hastings

**BILTON, JOHN COVERDALE, Slingsby, York, Gent.** Sept 28. Whitehead, Pickering

**KERTON, ROBERT, Blackburn, Fishing Tackle Maker.** Oct 20. Pickop, Blackburn

**CASTLE, WILLIAM MEREY, Thame, Oxford, Horse Dealer.** Oct 1. Parker and Parker, Thame, Oxon

**COOKES, WILLIAM, Yardley, Worcester, out of business.** Nov 30. Coleman and Co, Birmingham

**DAVIES, MARY, Bath.** Oct 7. Webster, Lincoln's inn fields

**ELLIOT, ELIZA, Plymouth, Gentlewoman.** Sept 3. Rickerd, Plymouth

**GILBERT, ISAAC CHARLES, Nottingham, Gent.** Nov 3. Neville, Nottingham

**GRANGER, MARY ANN, Weston super Mare.** Sept 28. Sweet and Co, Bristol

**HARRIS, WILLIAM, Stone bldgs, Lincoln's inn, Solicitor.** Sept 30. Fox and Co, New court, Carey st

**HUME, REV ABRAHAM, Liverpool.** Sept 30. Lowndes and Co, Liverpool

**LEVER, WILLIAM, Kingston upon Hull, Master Mariner.** Sept 25. Rolit and Sons, Hull

**KENDRICK, THOMAS, Erdington, Warwick, Farmer.** Nov 30. Coleman and Co, Birmingham

**KNOWLES, JOHN, Heaton, Lancaster, Cotton Spinner.** Oct 24. Bailey and Read, Bolton

**LEGG, JOHN, Stratton, Gloucester, Gent.** Sept 28. Bevir, Wooton Bassett

**LEWIS, THOMAS, Northfield, Worcester, Gent.** Nov 9. Coleman and Co, Birmingham

**MARTIN, JOHN PATTINSON, King's rd, Chelsea, Woollen Draper.** Oct 14. Ford and Co, Bloomsbury sq

**NICHOLLS, JAMES, Selly pk, Worcester, Gent.** Nov 14. Coleman and Co, Birmingham

**OLD, WILLIAM WATKINS, Hereford, Gent.** Sept 21. Gillett, Kensington

**PRICE, JAMES, Erdington, Warwick, Gent.** Nov 23. Coleman and Co, Birmingham

**RAMPON, GEORGE GREEN, Ipswich, Surgeon.** Oct 24. Jackman and Co, Ipswich

**SHEPPARD, JOSEPH, East Greenwich, Market Gardener.** Sandon and Co, Gracechurch st

**SIDDELEY, MARY ELLEN, Macclesfield.** Oct 10. Hand, Macclesfield

**TAYLOR, GEORGE, Edgbaston, Birmingham, Brewer.** Nov 30. Coleman and Co, Birmingham

**THORN, FREDERICK WILLIAM, Christchurch, Surrey, Hat Maker.** Sept 30. Heycock and Co, Cannon st

**WALKER, CAROLINE SARAH, Dawlish, Devon.** Sept 30. Tozer and Whidborne, Dawlish

[Gazette, Aug. 25.]

**ADAMS, BORLAKE HILL, Bedford sq, Esq.** Sept 29. Baker and Co, Lincoln's inn fields

**ASH, WILLIAM SAMUEL, Southsea, Potato Merchant.** Sept 29. Blake, Portsea

**AUBE, JOSEPH, Stafford pl, Buckingham Gate, Cook.** Sept 21. Scott, Great George st

**BROOKS, WILLIAM JOSEPH, Hulme, Manchester, Estate Agent.** Oct 8. Fox, Manchester

**BROWN, EDWIN, Ryder's ct, Leicester sq, Pawnbroker.** Oct 5. Richards, Warwick st, Regent st

**CHAMPION, HARRIET, Brighton.** Oct 1. Hillman, Lewes, Sussex

**CLAYTON, GEORGIANA ELIZABETH, Maidenhead.** Sept 30. Tadmam, Gray's inn

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**CLAYTON, THOMAS, Produce Broker.** Sept 30. Bellringer and Cunliffe, Liverpool

**COLLING, JOSEPH, Heathfield, Sussex.** Oct 10. Howard, Finsbury Circus

**DAVEY, WILLIAM, Hanley rd, Hornsey Rise, Holloway, Gent.** Oct 10. Upton, John st, Adelphi

**EVANS, SARAH, Ghan Alwen, near Corwen, Merioneth.** Oct 24. Coldicott and Son, Dudley

**FRISVILL, JULIA GREENE DE, Hinxton Hall, Cambridgeshire.** Oct 8. Clabon and Wigan, Great George st, Westminster

**HADDON, ALFRED, Southampton, Shipbroker.** Oct 1. Stocken, Lime st, E.C.

**HADFIELD, JOHN, Stapenhill, Derby, out of business.** Aug 31. Drewry, Burton on Trent

**HOLLOWAY, MARY, Workington, Cumberland.** Oct 10. Lamb and Co, Odiham, Hants

**HARVEY, GEORGE, Portsea, Yeoman.** Sept 25. Harvey, Portsea

**KEYWORTH, JOHN, Egmont, Nottingham, Farmer.** Oct 3. Marshall, East Retford, Notts

**KITSON, JAMES, Leeds.** Dec 1. North and Sons, Leeds

**LANCASTER, ROBERT, Kendal, Westmorland, Corn Dealer.** Nov 1. Watson, Lancaster

**MCCLURE, WILLIAM, Rugby.** Oct 20. Seabrooke, Rugby

**MOREY, EDWIN, Newport, Isle of Wight.** Oct 10. Blake, Newport, Isle of Wight

**NOAKES, EMILY, Eastbourne.** Oct 25. Colls and Carr, Eastbourne

**PLUNKETT, THOMAS, Knight Rider st, Doctors' Commons, Esq.** Oct 15. Blount and Co, Arundel st, Strand

**PRIDE, WILLIAM MORGAN, Llanvihangel, near Chepstow, Monmouth, Farmer.** Oct 31. Lloyd and Pratt, Newport

**SCOTT, FRANCIS, Normanby, York, Yeoman.** Nov 1. Jackson and Jackson, Middlesbrough

**SPENCER, WILLIAM SIBBAY, Braithwell, York, Farmer.** Oct 2. Marsh and Son, Westgate, Rotherham

**TEMPEST, MARIANNE, St. James sq, Nottingham hill.** Oct 15. Blount and Co, Arundel st, Strand

**TODD, MISS CAROLINE ELIZABETH, Clapham.** Oct 10. Devonshire and Foley, Frederick's pl, Old Jewry

**TOWNS, CATHERINE, Gateshead, Durham.** Oct 30. Armstrong and Sons, Newcastle upon Tyne

**WEIR, MARY ANN, Wilton pl, Knightsbridge.** Oct 1. Druces and Co, Billiter sq

**WHITE, WILLIAM, Bow, Devon, Cattle Dealer.** Nov 1. Frickman, Okhampton, Devon

[Gazette, Aug. 28.]

## LONDON GAZETTES.

### THE BANKRUPTCY ACT, 1883.

FRIDAY, Aug. 28, 1885.

#### RECEIVING ORDERS.

**Barker, Alfred Horatio, Boston, Lincolnshire, Draper.** Boston. Pet Aug 26.

**Ord Aug 26. Exam Oct 8 at 2**

**Blaydes, Arthur Charles, Harringworth, Northamptonshire, no occupation.**

**Leicester. Pet July 22. Ord Aug 25. Exam Oct 8 at 10**

**Burrows, John, Liverpool, Outfitter.** Liverpool. Pet Aug 25. Ord Aug 25.

**Exam Sept 10 at 11 at the Courthouse, Government bldgs, Victoria st, Liverpool**

**Campbell, John, Monson rd, Redhill, Builder.** Croydon. Pet Aug 7. Ord Aug 21.

**Exam Oct 9**

**Cooper, George, Landport, Hants, Ironmonger.** Portsmouth. Pet Aug 7. Ord Aug 21.

**Exam Oct 9**

**Coulson, Joseph William, Cambridge, Brickmaker.** Cambridge. Pet Aug 10.

**Ord Aug 24. Exam Sept 30 at 2**

**Dore, Walter, Roscoe st, Bunhill row, Cabinetmaker.** High Court. Pet Aug 28.

**Ord Aug 26. Exam Oct 23 at 11 at 34, Lincoln's inn fields**

**Fenn, Norris, Tolleshunt D'Arcy, Essex, Farmer.** Chelmsford. Pet Aug 25. Ord Aug 25.

**Exam Oct 5 at 12 at the Shirehall, Chelmsford**

**Field, John Johnson, Kingston on Hull, Merchant.** Kingston on Hull. Pet Aug 24.

**Ord Aug 24. Exam Oct 5 at 2 at Courthouse, Fownhall, Hull**

**Gerard, John, Newton Bute, Olham, High Court.** Pet July 14. Ord Aug 26.

**Exam Oct 23 at 11 at 34, Lincoln's inn fields**

**Gunning, Frederick Edmund, and Arthur William Gunning, Trowbridge, Wiltshire, Coal Merchants.** Bath. Pet Aug 12. Ord Aug 24. Exam Sept 17 at 11.30

**Hayward, Edward, jun., Folkestone, Watchmaker.** Canterbury. Pet Aug 25.

**Ord Aug 25. Exam Sept 11**

**Henderson, S., and Co., Liverpool, Shipbrokers.** Liverpool. Pet July 28. Ord Aug 25.

**Exam Sept 10 at 11 at the Courthouse, Government bldgs, Victoria st, Liverpool**

**Hinton, John, Musical Instrument Maker.** Birmingham. Pet Aug 25. Ord Aug 25.

**Exam Sept 11 at 2**

**Jenkins, Richard, Gilfach Goch, Glamorganshire, Bootmaker.** Pontypridd. Pet Aug 26.

**Ord Aug 26. Exam Sept 22 at 2**

**Johnson, Francis, Ipswich, Innholder.** Ipswich. Pet Aug 25. Ord Aug 25.

**Exam Sept 24 at 3**

**Knaggs, Thomas, Scarborough, Draper.** Scarborough. Pet Aug 26. Ord Aug 26.

**Exam Oct 20 at 12**

**Knight, Charles, Southampton, Fish Salesman.** Southampton. Pet Aug 28.

**Ord Aug 26. Exam Sept 7 at 12**

**Okell, George, and Henry Okell, Ashton under Lyne, Cabinetmakers.** Ashton under Lyne and Stalybridge. Pet Aug 22. Ord Aug 22. Exam Sept 3 at 12

**Petfield, Edward, Sheffield, Joiner.** Sheffield. Pet Aug 26. Ord Aug 26. Exam Oct 8 at 11.30

**Rider, Charles, Bristol, Draper.** Bristol. Pet Aug 25. Ord Aug 25. Exam Oct 9

**Robinson, Thomas, Nottingham, Corn Merchant.** Nottingham. Pet Aug 24.

**Ord Aug 24. Exam Oct 20**

**Saunders, Henry, Sydenham, Surveyor.** Greenwich. Pet Aug 7. Ord Aug 25.

**Exam Sept 11 at 1**

**Scrags, William John, Nantwich, Cheshire, Wheelwright.** Nantwich and Crewe. Pet Aug 11.

**Ord Aug 11. Exam Oct 13 at 1.30**

**Sharman, George, Gt Yarmouth, Picture Dealer.** Gt Yarmouth. Pet Aug 24.

**Ord Aug 24. Exam Sept 25 at 2.30 at Townhall, Gt Yarmouth**

**Swanborough, Mary Ann (Widow), Edward Swanborough, and Arthur Swanborough, Royal Strand Theatre, Lessees of Royal Strand Theatre.** High Court. Pet Aug 5.

**Ord Aug 5. Exam Oct 16 at 12 at 34, Lincoln's inn fields**

**Turkington, George Henry, Bradford, Licensed Victualler.** Bradford. Pet Aug 13.

**Ord Aug 26. Exam Oct 16 at 12**

**Way, George, Bitton, Gloucestershire, Mason.** Bristol. Pet Aug 25. Ord Aug 25.

**Exam Oct 9**

**Webster, Henry, and William Webster, Dewsbury, Machine Makers.** Dewsbury. Pet Aug 24.

**Ord Aug 24. Exam Sept 29**

**Westover, James, Tysen st, Bethnal green, Weaver.** High Court. Pet June 26.

**Ord Aug 24. Exam Oct 16 at 12 at 34, Lincoln's inn fields**

**Willet, William Henry, Hereford, Architect.** Hereford. Pet Aug 25. Ord Aug 25.

**Exam Oct 22**



Willson, Francis, Chichester, Fancy Warehouseman. Brighton. Pet Aug 28. Ord Aug 25. Exam Sept 24 at 12

**FIRST MEETINGS**

Beales, James Ownby, Threadneedle st, Licensed Victualler and Hotel Keeper. Sept 7 at 12.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
Belton, George Henry, Nottingham, Baker. Sept 4 at 12. Official Receiver, 1, High pavement, Nottingham  
Blaydes, Arthur, Charles, Hargrave, Northamptonshire, no occupation. Sept 8 at 2. 38, Friar lane, Leicester  
Bramley, William, Hucknall Torkard, Nottinghamshire, Fishmonger. Sept 4 at 2. Official Receiver, 1 High pavement, Nottingham  
Brew, William, Avington grove, Penge, Ironmonger. Sept 7 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
Campbell, Percy, Drapers' grdns, Throgmorton st, Stockbroker. Sept 9 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
Chamberlynn, A. H., Guildford st, Russell sq, Theatrical Manager. Sept 9 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
Coulson, Joseph William, Cambridge, Brickmaker. Sept 15 at 12. Official Receiver, 5, Petty Curry, Cambridge  
Emery, Harry Arthur, Houndsditch, Fancy Goods Importer. Sept 10 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
Field, John Johnson, Kingston upon Hull, Merchant. Sept 7 at 2. Hull Incorporated Law Society, Lincoln's inn fields, Bowalley lane, Hull  
Garner, Wilson William, Margate, Builder. Sept 11 at 10. 32, St George's st, Canterbury  
Godly, John Herbert, East Grinstead, Sussex, Builder. Sept 4 at 2.30. Official Receiver, 30, Bond st, Brighton  
Gunning, Arthur William (sep estate), Trowbridge, Wilts, Coal Merchant. Sept 7 at 1.15. Official Receiver, Bank chbrs, Bristol  
Gunning, Frederick Edmund, and Arthur William Gunning, Trowbridge, Wilts, Coal Merchants. Sept 7 at 12.30. Official Receiver, Bank chbrs, Bristol  
Gunning, Frederick Edmund (sep estate), Trowbridge, Wilts, Coal Merchant. Sept 7 at 1. Official Receiver, Bank chbrs, Bristol  
Harlow, Jonathan, Spitalfields Market, Spitalfields, Potato Salesman. Sept 9 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
Harris, Thomas, Clarendon rd, Notting hill, Builder. Sept 7 at 11. 33, Carey st, Lincoln's inn  
Hartstone, Thomas, Fairfax rd, South Hampstead, Hairdresser. Sept 10 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
Hayward, Edward, jun, Folkestone, Watchmaker. Sept 4 at 11.30. 33, Carey st, Lincoln's inn  
Hinton, John, Birmingham, Musical Instrument Maker. Sept 8 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
Inskip, Daniel, and Frederick Thomas, Dilhorne, Staffordshire, Builders. Sept 4 at 1. North Stafford Station Hotel, Stoke upon Trent  
Johnson, Daniel Thorpe, Isle of Ely, Cambridgeshire, Farmer. Sept 7 at 11. Rose and Crown Hotel, Wisbech  
Johnson, Francis, Ipswich, Innholder. Sept 8 at 12. Official Receiver, 2, Westgate st, Ipswich  
King, Charles Henry, and John Abel, Plymouth, Grocers. Sept 4 at 3. Official Receiver, 18, Frankfort st, Plymouth  
Knights, Charles, Southampton, Fish Salesman. Sept 9 at 2.30. Official Receiver, 4, East st, Southampton  
Litsen, John William, Burdett rd, Limehouse, Beerhouse keeper. Sept 7 at 12. 33, Carey st, Lincoln's inn  
Martindale, Frances, Sevenoaks, Widow. Sept 4 at 10.30. Official Receiver, 18, Frankfort st, Plymouth  
Morris, Edward Rowley, Great Tichfield st, Baker. Sept 10 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
Okeil, George, and Henry Okeil, Ashton under Lyne, Cabinet Makers. Sept 4 at 11. Official Receiver, Townhall chbrs, Ashton under Lyne  
Piller, James, St Thomas the Apostle, Devon, Builder. Sept 12 at 11. Castle of Exeter, at Exeter  
Rider, Charles, Bristol, Draper. Sept 8 at 1. Official Receiver, Bank chambers, Bristol  
Robinson, Thomas, Beeston, Nottinghamshire, Corn Merchant. Sept 7 at 12. Official Receiver, 1, High pavement, Nottingham  
Scown, William, North Town, Taunton, Flour Dealer. Sept 5 at 2. Official Receiver, 9, Middle st, Taunton  
Tait, William, Bradford, Yorks, Builder. Sept 4 at 12. Official Receiver, Ivegate chbrs, Bradford  
Townsend, Henry Herbert, Newton Bushell, Devon, Baker. Sept 5 at 11. Official Receiver, 13, Bedford circus, Exeter  
Tucker, George F., Crosby sq, Bishopsgate st. Sept 9 at 11. 33, Carey st, Lincoln's inn  
Way, George, Bilton, Gloucestershire, Mason. Sept 8 at 12.30. Official Receiver, Bank chbrs, Bristol  
Whitham, Joseph Spencer, Haworth, Yorks, Boot Maker. Sept 4 at 11. Official Receiver, Ivegate chbrs, Bradford  
Willson, Francis, Chichester, Fancy Warehouseman. Sept 4 at 12. Official Receiver, 30, Bond st, Brighton  
Wingard, Charles, Keppel st, Russell sq, Mantle Maker. Sept 10 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

**ADJUDICATIONS**

Barnes, Thomas Richard, Canterbury, Grocer. Canterbury. Pet Aug 10. Ord Aug 26  
Beckinsale, Albert, Newbury, Berks, Baker. Newbury. Pet July 21. Ord Aug 18  
Boston, Robert, Newcastle on Tyne, Hardwareman. Newcastle on Tyne. Pet July 15. Ord Aug 24  
Bramley, William, Hucknall Torkard, Nottingham, Fishmonger. Nottingham. Pet Aug 22. Ord Aug 26  
Braund, Francis James, Banbury, Oxfordshire, Jeweller. Banbury. Pet July 2. Ord Aug 22  
Cameron, Hugh Thomas, Shakespeare rd, Herne Hill, Barrister at Law. High Court. Pet April 18. Ord Aug 25  
Chadwick, Thomas Greenwood, Dewsbury, Yorks, General Dealer. Dewsbury. Pet Aug 22. Ord Aug 26  
Cooper, George, Landport, Hants, Ironmonger. Portsmouth. Pet Aug 7. Ord Aug 24  
Davies, David, Carmarthen, Ironmonger. Carmarthen. Pet July 6. Ord Aug 24  
Dennine, George, Barden, nr Skipton, Yorks, Farmer. Bradford. Pet Aug 10. Ord Aug 25  
Gill, George, Sheffield, Cutlery Manufacturer. Sheffield. Pet Aug 6. Ord Aug 25  
Griffiths, Edwin, Bristol, Furniture Dealer. Bristol. Pet Aug 20. Ord Aug 24  
Hart, John, Brighton, Draper. Brighton. Pet Aug 17. Ord Aug 24  
Hayward, Edward Parry, Preston, nr Brighton, Schoolmaster. High Court. Pet May 21. Ord Aug 24  
Holmes, George, Barking, Essex, Fisherman. Chelmsford. Pet Aug 5. Ord Aug 24  
Johnson, Francis, Ipswich, Innholder. Ipswich. Pet Aug 25. Ord Aug 25  
Keeble, Charles, Windsor, Coal Merchant. Windsor. Pet July 23. Ord Aug 27  
Lane, Henry James, Swindon, Bootmaker. Swindon. Pet Aug 17. Ord Aug 24  
Marshall, John William, South Shields, Wine Merchant. Newcastle on Tyne. Pet Aug 30. Ord Aug 26  
Morgan, John, Birmingham, Timber Merchant. Birmingham. Pet Aug 20. Ord Aug 26  
Nicholls, Henry William, Worcester, Boot Manufacturer. Worcester. Pet Aug 12. Ord Aug 26  
Nicholson, Walter, Manchester, Painter. Salford. Pet Aug 12. Ord Aug 26

Pearson, William, Upper Addiscombe rd, Croydon, Builder. Croydon. Pet July 8. Ord Aug 22  
Piller, James, St Thomas the Apostle, Devon, Builder. Exeter. Pet July 31. Ord Aug 26  
Price, Evan, Llansawel, Carmarthenshire, Draper. Carmarthen. Pet Aug 11. Ord Aug 26  
Rider, Charles, Bristol, Draper. Bristol. Pet Aug 25. Ord Aug 25  
Shorrocks, James, Blackburn, Cabinet Maker. Blackburn. Pet Aug 8. Ord Aug 24  
Stevens, Richard Gould, Liverpool, Merchant Tailor. Liverpool. Pet July 24. Ord Aug 26  
Strutt, Arthur, Gt Totham, Essex, Innkeeper. Chelmsford. Pet July 31. Ord Aug 24  
Townsend, Henry Herbert, Newton Bushell, Devon, Baker. Exeter. Pet Aug 21. Ord Aug 24  
Wardingley, Harriott, Sheffield, Provision Dealer. Sheffield. Pet Aug 4. Ord Aug 26  
Way, George, Bilton, Gloucestershire, Mason. Bristol. Pet Aug 25. Ord Aug 16  
Wise, John William, Commercial rd, Guildford, Warehouseman. Guildford and Godalming. Pet June 13. Ord Aug 15

**TUESDAY, Sept. 1, 1885.**

**RESERVING ORDERS.**

Andrews, Matthew Henry, Worcester, Butcher. Worcester. Pet Aug 27. Ord Aug 27. Exam Sept 9 at 11.30  
Baxter, William, Hartlepool, Fish Salesman. Sunderland. Pet Aug 15. Ord Aug 27. Exam Oct 8 at 11.30  
Bonsall, John Henry, Sheffield, Hay Dealer. Sheffield. Pet Aug 26. Ord Aug 27. Exam Oct 8 at 11.30  
Brook, Richard John, Bridgwater, Somerset, Draper. Bridgwater. Pet Aug 29. Ord Aug 29. Exam Sept 14 at 11  
Bursall, Edward John, Downton, Wilts, Gentleman. Salisbury. Pet Aug 8. Ord Aug 28. Exam Oct 16 at 12  
Cooper, Charles, Brynmawr, Brecon, Boot Dealer. Tredegar. Pet Aug 28. Ord Aug 28. Exam Sept 19 at 10.30 at County Court Office, Tredegar  
Craig, Robert, Bradford, Yorks, Jeweller. Bradford. Pet Aug 28. Ord Aug 27. Exam Oct 16 at 12  
Duncan, William, Middlesborough, Architect. Stockton on Tees and Middlesborough. Pet Aug 27. Ord Aug 27. Exam Sept 9  
Edwards, William Henry, Malvern Link, Worcestershire, Grocer. Worcester. Pet Aug 27. Ord Aug 27. Exam Sept 11 at 11  
Evans, Thomas, Tredegar, Mon, Grocer. Tredegar. Pet Aug 27. Ord Aug 28. Exam Sept 18 at 10.30 at County Court Office, Tredegar  
Fleming, William, Penarth, Glamorganshire, Outfitter. Cardiff. Pet Aug 8. Ord Aug 25. Exam Oct 7 at 2  
Glanville, Alfred James, Landport, Hampshire, Egg Merchant. Portsmouth. Pet Aug 26. Ord Aug 26. Exam Sept 14  
Harnden, John Edward, St Dunstan, nr Canterbury, Wheelwright. Canterbury. Pet Aug 27. Ord Aug 27. Exam Sept 11  
Hinsley, Robert, Carlton, nr Selby, Yorks, Wheelwright. York. Pet Aug 28. Ord Aug 28. Exam Sept 11 at 11  
Irish, William Edwin, Sunderland, Electrical Engineer. Sunderland. Pet Aug 18. Ord Aug 24. Exam Aug 27 (since adjourned to Oct 8)  
Isaac, John, Sketty, nr Swansea, Builder. Swansea. Pet June 24. Ord July 20. Exam Aug 30  
Jenkins, John, and Ellen Jenkins, Merthyr Tydfil, Grocers. Merthyr Tydfil. Pet Aug 27. Ord Aug 27. Exam Sept 16  
Jones, Evan, Llandysul, Carmarthenshire, Shopkeeper. Carmarthen. Pet Aug 29. Ord Aug 29. Exam Sept 11  
Lewis, John, Cymer, nr Maesteg, Glamorganshire, Grocer. Neath. Pet Aug 28. Ord Aug 28. Exam Sept 16 at 11.30 at Townhall, Neath  
Loader, James, Ryde, Isle of Wight, Butcher. Newport and Ryde. Pet Aug 25. Ord Aug 25. Exam Oct 7 at 10 at Townhall, Newport  
Lundy, Joseph, Sheffield, Watchmaker. Sheffield. Pet Aug 28. Ord Aug 28. Exam Oct 8 at 11.30  
Mellor, George, Blackburn, Lancashire, Professor of Music. Blackburn. Pet Aug 28. Ord Aug 29. Exam Sept 22 at 11.30  
Miser, John, Cardiff, Auctioneer. Cardiff. Pet Aug 24. Ord Aug 25. Exam Oct 9  
Mudd, Joseph, Liverpool, Boot Manufacturer. Liverpool. Pet Aug 15. Ord Aug 28. Exam Sept 10 at 11 at Court house, Government bldgs, Victoria st, Liverpool  
Orwin, William Francis, Newcastle on Tyne, Steamship Manager. Newcastle on Tyne. Pet Aug 27. Ord Aug 27. Exam Sept 10  
Paul, Thomas, Bradley, Staffordshire, Shingler. Dudley. Pet Aug 25. Ord Aug 28. Exam Sept 17 at 11  
Perry, William, Sunderland, Licensed Victualler. Sunderland. Pet Aug 18. Ord Aug 28. Exam Oct 8  
Poppewell, Frederick, Droitwich, Worcestershire, Commercial Traveller. Worcester. Pet Aug 27. Ord Aug 27. Exam Sept 11 at 2.30  
Rees, Henry, Aberdare, Glamorganshire, Boot Maker. Aberdare. Pet Aug 27. Ord Aug 27. Exam Sept 16 at 11 at Temperance Hall, Aberdare  
Richardson, Charles, Gt Grimsby, Lincolnshire, Printer. Gt Grimsby. Pet Aug 26. Ord Aug 28. Exam Sept 16 at 11 at Townhall, Gt Grimsby  
Speller, George, Writtle, Essex, Farmer. Chelmsford. Pet Aug 27. Ord Aug 27. Exam Sept 13 at 11 at Shirehall, Chelmsford  
Stevens, George Grant, and Bernard May Sault, Liverpool st, Seed Crushers. High Court. Pet Aug 20. Ord Aug 26. Exam Oct 23 at 11 at 34, Lincoln's inn fields  
Stokes, Alice, Sedgley, Staffordshire, Widow. Dudley. Pet July 15. Ord Aug 25. Exam Sept 17 at 11  
Trott, Edwin Samuel, Gt Yarmouth, Licensed Victualler. Gt Yarmouth. Pet Aug 27. Ord Aug 29. Exam Sept 25 at 2.30 at Townhall, Gt Yarmouth  
Ugillhart, W., Essex rd, Auctioneer. High Court. Pet July 2. Ord Aug 29. Exam Oct 23 at 11 at 34, Lincoln's inn fields  
Vercell, Fredrick William, Hastings, Marine Store Dealer. Hastings. Pet Aug 28. Ord Aug 28. Exam Sept 21  
Watson, Thomas, The Parade, Lordship lane, Dulwich, Builder. High Court. Pet Aug 29. Ord Aug 29. Exam Oct 23 at 11 at 34, Lincoln's inn fields  
Whittaker, Robert, Blackburn, Lancashire, Gold Thread Manufacturer. Blackburn. Pet Aug 26. Ord Aug 27. Exam Sept 15 at 12  
White, Elizabeth, and Alexander Templeton, Middlesborough, Contractors. Stockton on Tees and Middlesborough. Pet Aug 19. Ord Aug 29. Exam Sept 9  
Winter, George, Instow, Devon, Gentleman. Barnstaple. Pet Aug 27. Ord Aug 27. Exam Sept 11 at 11 at Bridge Hall, Barnstaple

The following amended notice is substituted for that published in the London Gazette of Aug. 25, 1885.

Fenn, Norris, Tolleshunt D'Arcy, Essex, Farmer. Chelmsford. Pet Aug 26. Ord Aug 25. Exam Sept 12 at 11 at Shirehall, Chelmsford

**FIRST MEETINGS**

Andrews, Matthew Henry, Worcester, Butcher. Sept 9 at 11. Official Receiver, Worcester  
Barnett, David, Long lane, West Smithfield, Ironmonger. Sept 8 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
Bly, William Percy, Tring, Hertfordshire, General Dealer. Sept 9 at 11. County court, Aylesbury  
Brook, Richard John, Bridgwater, Somersetshire, Draper. Sept 10 at 10.45. Bristol Arms Hotel, Bridgwater  
Chadwick, Thomas Greenwood, Dewsbury, York, Provision Dealer, Sept 8 at 10. Official Receiver, Bank chbrs, Batley

Clark, George, Sheffield, Steel Merchant. Sept 9 at 11. Official Receiver, Figtree lane, Sheffield.  
 Cooper, George, Landport, Hants, Ironmonger. Sept 10 at 12. Official Receiver, 168, Queen st. Portsea.  
 Dicks, Leopold, Bishopgate st Without, Merchant Tailor. Sept 8 at 1. 33, Carey st. Lincoln's inn.  
 Duncan, William, Middlesborough, York, Architect. Sept 10 at 11. Official Receiver, 8, Albert rd, Middlesborough.  
 Edwards, William Henry, Malvern Link, Worcestershire, Grocer. Sept 10 at 11. Official Receiver, Worcester.  
 Fagan, George Henry William, St James's rd, Croydon, Colonel of Her Majesty's Bombay Infantry. Oct 27 at 3. Townhall, Croydon.  
 Fenn, Norris, Tolleshunt D'Arcy, Essex, Farmer. Sept 10 at 11. County Court, Maldon.  
 Glanville, Alfred James, Landport, Hants, Egg Merchant. Sept 14 at 11. Official Receiver, 166, Queen st. Portsea.  
 Hebblethwaite, Joseph Whiteley, Greenheys, Manchester, Yarn Merchant. Sept 9 at 3. Official Receiver, Ogden's chmbrs, Bridge st, Manchester.  
 Isaac, John, Sketty, nr Swansea, Builder. Sept 9 at 11. Official Receiver, 6, Rutland st, Swansea.  
 Jenkins, John, and Ellen Jenkins, Merthyr Tydfil, Grocers. Sept 10 at 12. Official Receiver, Merthyr Tydfil.  
 Jenkins, Richard, Giffach Goch, Glamorganshire, Boot Maker. Sept 9 at 2.30. Official Receiver, Merthyr Tydfil.  
 Johnson, John, Netherton, Worcestershire, Sugar Dealer. Sept 15 at 10. Official Receiver, Dudley.  
 Jones, Ben Charles, Warwick gdns, Retired Captain. Sept 11 at 11. Bankruptcy bldg, Portugal st, Lincoln's inn fields.  
 Knages, Thomas, Scarborough, Draper. Sept 9 at 3. Official Receiver, 74, Newborough st, Scarborough.  
 Lane, James, Bollo bridge, Acton, Laundryman. Sept 8 at 11. 28 and 29, St. Swithin's lane.  
 Loader, James, Ryde, Isle of Wight, Butcher. Sept 9 at 11. Crown Hotel, Ryde, Isle of Wight.  
 Mathews, John Shepherd, Blakemere, Herefordshire, Farmer. Sept 12 at 2.30. Official Receiver, 2 Offa st, Hereford.  
 Michael, Joseph Jacob, Bishopgate st, Timber Merchant. Sept 10 at 1. Bankruptcy bldg, Portugal st, Lincoln's inn fields.  
 Orwin, William Francis, Newcastle on Tyne, Steamship Manager. Sept 10 at 2.50. Official Receiver, County chmbrs, Westgate rd, Newcastle on Tyne.  
 Parfett, George, Crondall, Hampshire, Builder. Sept 9 at 1.30. Townhall, Farnham, Surrey.  
 Paul, Thomas, Bradley, nr Blilton, Staffordshire, Shingler. Sept 17 at 10. Official Receiver, Dudley.  
 Pettiford, Edward, Sheffield, Joiner. Sept 9 at 12. Official Receiver, Figtree lane, Sheffield.  
 Pollitt, Joseph, Widnes, Lancashire, Grocer. Sept 9 at 3. Official Receiver, 35, Victoria st, Liverpool.  
 Popplewell, Frederick, Droitwich, Worcestershire, Commercial Traveller. Sept 10 at 12. Official Receiver, Worcester.  
 Rees, Henry, Aberdare, Glamorganshire, Boot Maker. Sept 10 at 10.30. Official Receiver, Merthyr Tydfil.  
 Richardson, Charles, Great Grimsby, Lincolnshire, Printer. Sept 16 at 12.50. Official Receiver, 3, Haven st, Great Grimsby.  
 Speller, George, Writtle, Essex, Farmer. Sept 11 at 12.30. Shirehall, Chelmsford.  
 Stokes, Alice, Sedgely, Staffordshire, Widow. Sept 17 at 10.30. Official Receiver, Dudley.  
 Studwell, William, Stamford, Lincolnshire, Tailor. Sept 11 at 1. White Hart Hotel, Thrapston.  
 Verrells, Frederick William, Hastings, Marine Store Dealer. Sept 8 at 2.30. Townhall chmbrs, Hastings.  
 Whittaker, Robert, Blackburn, Lancashire, Gold Thread Manufacturer. Sept 10 at 2.30. County court house, Blackburn.  
 Whitman, Alfred, Leeds, Glass Merchant. Sept 10 at 11. Official Receiver, 22, Park row, Leeds.  
 Wrench, James, Southport, Lancashire, Cabinet Maker, Sept 11 at 2. Official Receiver, 25, Victoria st, Liverpool.

ADJUDICATIONS.

Albutt, Caleb, Stoke Prior, Worcestershire, Farmer. Worcester. Pet Aug 13. Ord Aug 27.  
 Barker, Alfred Horatio, Boston, Lincolnshire, Draper. Boston. Pet Aug 26. Ord Aug 28.  
 Barnard, Daniel, Middlesborough, Hardware Dealer. Stockton on Tees and Middlesborough. Pet Aug 14. Ord Aug 28.  
 Bingham, Samuel, Sheffield, Licensed Victualler. Sheffield. Pet Aug 10. Ord Aug 27.  
 By, William Percy, Tring, Hertfordshire, General Dealer. Aylesbury. Pet Aug 8. Ord Aug 28.  
 Burne, Matthew, and Frederick Tomlin, Seymour pl, Marylebone, Glass Dealers. High Court. Pet Aug 30. Ord Aug 29.  
 Carter, John, Eastbourne, Carver. Lewes and Eastbourne. Pet July 25. Ord Aug 27.  
 Cayless, William Lettis, Loughborough, Leicestershire, Outfitter. Leicester. Pet Aug 10. Ord Aug 27.  
 Chapman, Herbert Edward, Southport, Clerk in Holy Orders. Liverpool. Pet July 28. Ord Aug 29.  
 Clark, George, Sheffield, Steel Merchant. Sheffield. Pet Aug 21. Ord Aug 27.  
 Dearden, Mary Ann, Doncaster, Brick Manufacturer. Sheffield. Pet Aug 11. Ord Aug 27.  
 Delbridge, Fred, Kingsbridge, Devon, Grocer. East Stonehouse. Pet Aug 13. Ord Aug 27.  
 Duncan, William, Middlesborough, Architect. Stockton on Tees and Middlesborough. Pet Aug 27. Ord Aug 27.  
 Emerton, John Robert, Rickmansworth, Hertfordshire, Painter. St. Albans. Pet Aug 8. Ord Aug 26.

Foster, Richard, Ancoats, Manchester, Paint Manufacturer. Manchester. Pet July 9. Ord Aug 29.  
 Farthing, James Hugh, Leeds, Grocer. Leeds. Pet Aug 13. Ord Aug 27.  
 Forrester, Joseph, Wrexham, Denbighshire, Farmer. Wrexham. Pet Aug 6. Ord Aug 28.  
 Glanville, Alfred James, Landport, Hants, Egg Merchant. Portsmouth. Pet Aug 26. Ord Aug 26.  
 Hall, George, Liverpool, Slater. Liverpool. Pet July 21. Ord Aug 28.  
 Hawkins, John, jun, Walsall, Bicycle Agent. Walsall. Pet Aug 14. Ord Aug 29.  
 Holland, Arthur Toone, Worthing, Gent. Brighton. Pet July 18. Ord Aug 27.  
 James, Edward, and Thomas Moss Lowe, Tipton, Staffordshire, Iron Manufacturers. Dudley. Pet May 12. Ord Aug 27.  
 Jenkins, John, and Ellen Jenkins, Merthyr Tydfil, Grocers. Merthyr Tydfil. Pet Aug 27. Ord Aug 28.  
 Jenkins, Richard, Giltach Goch, Glamorganshire, Bootmaker. Pontypridd. Pet Aug 28. Ord Aug 29.  
 Johnston, Henry John, Larcher ter, Essex, Builder. High Court. Pet Aug 1. Ord Aug 28.  
 Jones, Evan, Llandysul, Carmarthenshire, Shopkeeper. Carmarthen. Pet Aug 29. Ord Aug 29.  
 Langman, Thomas, Woolston, Hampshire, Grocer. Southampton. Pet Aug 11. Ord Aug 27.  
 Lovatt, John, Deptford, Coach Builder. Greenwich. Pet July 24. Ord Aug 27.  
 Massey, George, and George Hargreaves, Sefton pk, nr Liverpool, Builders. Liverpool. Pet July 24. Ord Aug 28.  
 Maynard, Robert, Leeds, Joiner. Leeds. Pet June 12. Ord Aug 27.  
 McGeorge, Mungo, Watling st, Warehouseman. High Court. Pet July 17. Ord Aug 28.  
 Milner, John, Cardiff, Auctioneer. Cardiff. Pet Aug 24. Ord Aug 25.  
 Mould, John Ezekiel, Gt Grimsby, Draper. Gt Grimsby. Pet Aug 13. Ord Aug 27.  
 Murrell, George, Walthamstow, Furniture Dealer. High Court. Pet Aug 21. Ord Aug 27.  
 Paul, Thomas, Bradley, Staffordshire, Shingler. Dudley. Pet Aug 25. Ord Aug 27.  
 Pickup, Alice, Acerrington, Lancashire, Wine Merchant. Blackburn. Pet Aug 13. Ord Aug 28.  
 Rees, Henry, Aberdare, Glamorganshire, Bootmaker. Aberdare. Pet Aug 27. Ord Aug 27.  
 Scragg, William John, Nantwich, Cheshire, Wheelwright. Nantwich and Crowe. Pet Aug 11. Ord Aug 27.  
 Skinner, William Alfred, Banbury, Oxfordshire, Grocer. Banbury. Pet July 3. Ord Aug 25.  
 Thomlinson, Robert, and George Thomson, Liverpool, Steamship Owners. Liverpool. Pet Aug 6. Ord Aug 28.  
 Trett, Edwin Samuel, Gt Yarmouth, Licensed Victualler. Gt Yarmouth. Pet Aug 29. Ord Aug 29.  
 Watling, James, Attleborough, Norfolk, Licensed Victualler. Norwich. Pet Aug 14. Ord Aug 28.  
 White, Elizabeth, and Alexander Templeton, Middlesborough, Contractors. Stockton on Tees and Middlesborough. Pet Aug 19. Ord Aug 29.  
 Willson, Francis, Chichester, Fancy Warehouseman. Brighton. Pet Aug 22. Ord Aug 27.

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Chairman of Colonial Board—The Hon. Sir FRED. WHITAKER, K.C.M.G., M.L.C., late Premier of New Zealand.

The Directors are issuing Terminable Debentures bearing interest at 4 per cent. for three years, and 4½ per cent. for five years and upwards. Interest half-yearly by Coupons.

A. M. MITCHISON, Managing Director, Leadenhall-buildings, Leadenhall-st., London, E.C.